

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
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TRAVEL AND SUBSISTENCE PROVISION

FOR

GUNITE WORKER (LABORER):
GROUND WIRE MAN, NOZZLEMAN, RODMAN
GUNMAN
REBOUNDMAN

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS
OBISPO, SANTA BARBARA, AND VENTURA COUNTIES.

102-345-1

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between GUNITE and/or SHOTCRETE CONTRACTORS, who are signatory hereto, hereinafter referred to as the Contractors, and the

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliate GUNITE LOCAL #345, both affiliated with the Laborers' International Union of North America, AFL-CIO, who are signatory hereto for themselves, hereinafter referred to as the Union.

PURPOSES:

WHEREAS, the Contractors are engaged in Gunite and/or Shotcrete work in the Eleven Southern California Counties; and

WHEREAS, in the performance of their present and future operations, the Contractors are employing and will employ workmen; and

WHEREAS, the Contractors desire to be assured of their ability to procure employees for the work which they may do in the area hereinafter defined as the Eleven Southern California Counties in sufficient numbers and skill to assure continuity of work in the completion of their contracts; and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workmen employed by the Contractors; and

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(2) With the mutual agreement of the subcontractor, to replace the workman who has been performing the services in question, with an employee represented by the Union; or

(3) So alter the Contractor's relationship to the subcontractor as will result in the performance of the services in question by an employee represented by the Union. The Contractor's action may consist of a change order affecting the scope of the work covered by the subcontract with the particular subcontractor, or a complete termination of the said subcontract.

(4) The Contractor agrees that he shall include in all of his subcontracts provisions giving him the right to take any of the foregoing remedial actions.

XI.

TRAVEL AND OUT OF TOWN EXPENSE ALLOWANCE

A. No subsistence, travel time or any transportation allowance shall be paid for any work performed within a 115 mile radius of Los Angeles City Hall.

B. 1. Whenever a job is 115 miles or more from the City Hall of Los Angeles, the Contractor shall pay each employee subsistence of \$50.00 per day on a six (6) day basis if the employee works five (5), eight (8) hour shifts, and on a five (5) day basis if the employee works four (4), ten (10) hour shifts, provided the employee reports back to the same jobsite on the next regular work day after completion of the five day or four day work week. If the employee does not report back to the same

jobsite, he shall be entitled to the subsistence pay \$50.00 for actual days worked at the jobsite.

2. Whenever a job is 400 miles or more from the City Hall of Los Angeles, the Contractor shall pay each employee subsistence of \$60.00 per day on a six (6) day basis if the employee works five (5), eight (8) hour shifts, and on a five (5) day basis if the employee works four (4), ten (10) hour shifts; provided, however, subsistence for jobs located 400 miles or more from City Hall shall be on a seven (7) day basis where the employee stays in the immediate vicinity of the jobsite on his days off.

3. The above mileage is to be determined by a drawn circle with a radius of 115 or 400 miles, the center to be the Los Angeles City Hall. In addition, the Contractor shall pay each employee who drives the Contractor's vehicle to the job travel time, one way, to each job, at each employee's specified wage rate with no break in work for anything other than weekends or holidays. Transportation may be provided either by physically transporting the employee (who shall not be paid travel pay unless the employee drives the Contractor's vehicle) or by paying the cost of such transportation.

C. There will be uniformity in subsistence map for Contractors. The Thomas Bros. Southern California freeway artery map shall be used.

D. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day

or shift shall receive the established subsistence rate for the entire day or shift.

E. Subsistence as provided in Article XI, Section B, shall be paid on jobs on the following offshore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

F. Employees reporting at the embarkation point for travel to the above-named islands and to offshore manmade islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel. Where air transportation is available to any of the above-named islands and to offshore manmade islands, air transportation shall be furnished by the Employer and, in addition, if any work of construction at any of the aforesaid islands or any combination of them shall exceed five (5) working days, Monday through Friday, the employees shall also be furnished transportation at the conclusion of their shift on the fifth day of employment back to the point of embarkation for the weekend with transportation being furnished them prior to the commencement of the Monday morning shift from the point of embarkation back to the aforesaid islands. It is understood that the basic mode of transportation shall be by air and only total unavailability of air transportation will permit any other mode of transportation. Any transportation required to or from the point of embarkation and

any transportation in between shall be at the expense of the Contractor.

G. The Contractor may provide and maintain acceptable room and board, seven (7) days per week in compliance with California State Laws, in lieu of subsistence.

H. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and stipulations as set forth in applicable State and Federal Law for the transportation of workmen.

I. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

XII.

JOBSITE TRANSPORTATION

AND PARKING FACILITIES

A. Employees shall travel to and from their daily initial reporting places on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point as ordered by the Contractor to the jobsite and from job to job and return if the return is required by the Contractor. However, employees who voluntarily report to a point for free transportation to jobsite will not be compensated for the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to the jobsite and from site to point of disembarkation regardless of the mode of transportation; such transportation shall be furnished at Contractor's expense. If no

camp is furnished by the Contractor such transportation shall be furnished daily.

B. Contractor shall provide, or pay for, parking facilities for employees where free parking is not available within three (3) blocks of the job. Where applicable, payment shall be made to the employee who turns in a parking ticket stub for actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

XIII.

SAVING CLAUSE

It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void, as being in contravention of any such laws, rulings or regulations, the parties hereto agree to enter into immediate negotiations thereon; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

XIV.

FAVORED NATIONS CLAUSE

Gunite Local #345 shall not enter into a contract with any Employer, or group of Employers doing gunite and/or shotcrete